

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Anita B. Cauthorn
Debtor

Case No. 17-18153-jkf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: PaulP
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 21, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 23, 2018.

db Anita B. Cauthorn, 4417 Riverview Lane, #43, Philadelphia, PA 19129-1781

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 23, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 21, 2018 at the address(es) listed below:

FREDERICK L. REIGLE on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf_frpa@trusteel3.com
HARRY B. REESE on behalf of Creditor WELLS FARGO BANK, N.A. harry.reese@pkallc.com,
chris.amann@pkallc.com; nick.bracey@pkallc.com; jill@pkallc.com; samantha.gonzalez@pkallc.com; mary.raynor-paul@pkallc.com
JILL MANUEL-COUGHLINE on behalf of Creditor WELLS FARGO BANK, N.A. jill@pkallc.com,
chris.amann@pkallc.com; nick.bracey@pkallc.com; samantha.gonzalez@pkallc.com; harry.reese@pkallc.com; mary.raynor-paul@pkallc.com
KARINA VELTER on behalf of Creditor WELLS FARGO BANK, N.A. amps@manleydeas.com
KEVIN G. MCDONALD on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com
MATTEO SAMUEL WEINER on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com
POLLY A. LANGDON on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf_frpa@trusteel3.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM MILLER*R ecfemail@FredReigleCh13.com, ECF_FRPA@Trusteel3.com
ZACHARY PERLICK on behalf of Debtor Anita B. Cauthorn Perlick@verizon.net,
pireland1@verizon.net

TOTAL: 10

ERS, KIRN & ASSOCIATES, LLC
By: Jill Manuel-Coughlin, Esquire
ID# 63252
8 Neshaminy Interplex, Suite 215
Trevose, PA 19053
Telephone: 215-942-2090
Attorney for Movant/ 16-1417

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Anita B. Cauthorn, aka Anita Barnes Cauthorn Debtor	Chapter 13 Proceeding 17-18153 JKF
WELLS FARGO BANK, N.A. Movant	
v. Anita B. Cauthorn, aka Anita Barnes Cauthorn Lawrence L. Yancey (CoDebtor) William C. Miller, Esquire Respondents	

**STIPULATION IN SETTLEMENT OF
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, the parties hereto, and their respective counsel, have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Jill Manuel-Coughlin, Esquire on behalf of secured creditor, WELLS FARGO BANK, N.A. ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at 4417 Riverview Lane #43, Philadelphia, PA 19129, mortgage account ending with 2475.
3. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtor and Movant, agree to the following:

(a) Parties acknowledge that the current regular post-petition payment is **\$2,252.75**.

(b) Parties acknowledge that the following amounts are currently due post-petition:

Monthly Payments: 1/1/2018 – 8/1/2018 @ \$2,252.75	\$18,022.00
Less Debtor Suspense:	(\$0.00)
Total Post-Petition Arrearage:	\$18,022.00


(c) Commencing with the 9/1/2018 payment the Debtor shall resume and shall continue to make all regular monthly post-petition payments when they are due in accordance with the terms of the Note & Mortgage.

(d) On or before 8/31/2018, Debtor shall make a down-payment to Movant in the amount of **\$4,505.50**.

This payment shall be applied to the post-petition arrears as shown in paragraph 3 (b) above.

- (e) Debtor agrees to Amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of **\$13,516.50**, representing all arrearages due through 8/2/2018. Debtor agrees to amend the Chapter 13 Plan within thirty (30) days of the filing of this Stipulation. The parties agree that Movant may file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to the filed Proof of claim for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.
- (f) If sufficient proof is provided (front and back copies of checks or money orders) of payments made, but not credited, the account will be adjusted accordingly.
- (g) All post-petition payments from Debtor to Movant shall be sent to Wells Fargo Bank N.A. Attention: Bankruptcy Payment Processing/MAC #X2302-04C, One Home Campus, Des Moines, IA 50328.
- (h) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the contract and applicable law. Also, all allowable fees and costs due to Movant as stated on any Post-Petition Fee Notices filed with the court shall be paid prior to the entry of a Discharge Order.
- (i) The Debtor shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, or if the case should convert to a Chapter 7 Bankruptcy, Movant may provide the Debtor and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and an Order shall be entered granting Movant relief from the automatic stay without further notice and hearing and waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.
- (j) The parties agree that a facsimile may be submitted to the Court as if it were an original.

STIPULATED AND AGREED TO BY:



Zachary Perlick, Esquire
Attorney for Debtor
Date:


/s/ Jill Manuel-Coughlin, Esquire

Jill Manuel-Coughlin, Esquire
Attorney for Movant
Date:

/s/ Polly A. Langdon, Esquire for

William C. Miller, Esquire
Trustee
Date: 8/17/2018

On this 21st day of August, 2018, approved by the Court.



United States Bankruptcy Judge
Jean K. FitzSimon